



**Montana Fish,
Wildlife & Parks**

STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
100133

RFP Title:
Field Evaluation of State Migratory Bird Stamp Program Project
Wetland Sites

RFP Response Due Date and Time:
March 30, 2010

Number of Pages: 29

ISSUING AGENCY INFORMATION

Procurement Officer:
Rick Dorvall, 406-495-3249

Issue Date:
March 15, 2010

Fish, Wildlife and Parks
Wildlife Division
P.O. Box 200701
Helena, MT 59620

Phone: 406-495-3249
Fax: 406-495-3253
TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

Montana Dept. of Fish, Wildlife and Parks
Purchasing Unit
P.O. Box 200701 (Mailed)
930 Custer Ave. West (Delivered)
Helena, MT 59620

Mark Face of Envelope/Package:

RFP Number: 100133
RFP Response Due Date: **March 30, 2010**

Special Instructions:
Questions concerning RFP due to purchasing officer
in email or written form by 12 pm, March 22, 2010

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

Federal Tax ID#:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

TABLE OF CONTENTS

	<u>PAGE</u>
Instructions to Offerors	3
Schedule of Events	4
Section 1: Project Overview and Instructions	5-7
1.0 Project Overview	5
1.1 Contract Term	5
1.2 Single Point of Contact	5
1.3 Required Review	5-6
1.4 General Requirements	6-7
1.5 Submitting a Proposal	7
1.6 Cost of Preparing a Proposal	7
Section 2: RFP Standard Information	7-10
2.0 Authority	7
2.1 Offeror Competition	8
2.2 Receipt of Proposals and Public Inspection	8
2.3 Classification and Evaluation of Proposals	8-9
2.4 State's Rights Reserved	10
Section 3: Scope of Project	11-12
3.0 Introduction	11
3.1 Overview	11
3.2 Contractor Responsibilities	11-12
3.3 Agency Responsibilities	12
Section 4: Offeror Qualifications/Informational Requirements	13-14
4.0 State's Right to Investigate and Reject	13
4.1 Offeror Qualifications/Informational Requirements	13-14
Section 5: Cost Proposal	14
Section 6: Evaluation Process	14-15
6.0 Basis of Evaluation	14
6.1 Evaluation Criteria	15
Appendix A - Standard Terms and Conditions	16-17
Appendix B - Contract	18-22
Appendix C – Wetland Evaluation Form (filled in example & explanation guide)	23-25
Appendix D – Scenarios 1 and 2	26-29

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

**The following items MUST be included in the response to be considered responsive.
Failure to include any of these items may result in a nonresponsive determination.**

Signed Cover Sheet

Signed Addenda (if appropriate)

Response to Appendices A and B (per Section 1.4.1)

Complete answers to all requirements of Sections 3, 4, and 5

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	March 15, 2010
Deadline for Receipt of Written Questions	March 22, 2010
Deadline for Posting Written Responses to the State's Website	March 24, 2010
RFP Response Due Date	March 30, 2010

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Dept. Fish, Wildlife & Parks, Wildlife Bureau (hereinafter referred to as “the State”) is seeking one (1) contractor to conduct field evaluations during 2010-2011 of the state’s Migratory Bird Stamp Program wetland projects. Fieldwork would need to be conducted between April 15 and July 10 of each year. The field evaluations entail contacting the appropriate landowner, finding wetland projects using maps and legal descriptions, conducting a physical and biological assessment of each wetland project—to include taking digital images and recording information on a standard evaluation form. In addition to fieldwork, this request requires a summary report at the end of each field season (by August 15) and a final summary report to be submitted to the State by August 15, 2012. A more complete description of services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 3 years beginning upon contract execution and ending December 31, 2012. Renewals of the contract, by mutual agreement of both parties, may be made at 1-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 3 years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction** of Rick Dorvall, FWP Purchasing Officer, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Rick Dorvall
Address: 930 Custer Ave, P O Box 200701, Helena MT 59620
Telephone Number: 406-495-3249
Fax Number: 406-495-3253
E-mail Address: rdorvall@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before March 22, 2010, 12:00 PM local time. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by 5 PM local time, March 24, 2010 to all questions received by March 22, 2010 12:00 PM local time for receipt of written/e-mailed questions. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://gsd.mt.gov> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the

State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit one original proposal and three (3) copies to the purchasing unit of Fish Wildlife and Parks. The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP# 100133. ***Proposals must be received at the receptionist's desk of the purchasing unit of Fish Wildlife and Parks prior to 2:00 PM, local time, 3/30/10. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.25 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All

responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.0 Introduction

Montana Fish, Wildlife and Parks administers the Migratory Bird Stamp Program (MBSP), which funds wetland construction and restoration projects on private and public lands, mostly in eastern Montana. There are currently approximately 500 completed wetland projects. This solicitation is the first comprehensive evaluation of wetland projects funded with MBSP funds.

3.1 Overview

The STATE OF MONTANA, Dept. Fish, Wildlife & Parks, Wildlife Bureau (hereinafter referred to as “the State”) is seeking one (1) contractor to conduct field evaluations during 2010-2012 of the state’s Migratory Bird Stamp Program wetland projects. Fieldwork would need to be conducted between April 15 and July 10 of each year. Field evaluations entail contacting the landowner, finding wetland projects via map location and physically getting to wetland sites, conducting a physical and biological assessment of each wetland project—to include taking digital images and recording information on a standard evaluation form. In addition to fieldwork, this request requires a summary report to be submitted to the State at the end of the first two field seasons (by August 15) and a final summary report with all evaluated projects to be submitted to the State by August 15, 2012.

3.2 CONTRACTOR RESPONSIBILITIES

- Contractor will provide all personnel, supervision, materials, supplies, tools, software, equipment, and transportation necessary to complete evaluation work. This includes a computer, field glasses, digital camera, GPS, and four-wheel drive vehicle.
- Evaluation of some wetland sites will require hiking ½ mile or more.
- As part of contract, Contractor will meet with Game Bird Coordinator for a short—half day—training session to understand evaluation steps, terminology on the evaluation form, reporting format, and related responsibilities.
- Contractor will be responsible for obtaining project site assignment list, maps and associated documents, and evaluation forms from the Wildlife Bureau Office, Helena in coordination with the Game Bird Coordinator.
- Contractor will conduct field evaluations between April 15 and July 10 each year.
- Contractor must contact landowner to inform them of evaluation activities on their land and to seek permission for access. [Note: The State will be sending letters to landowners in advance to inform them of evaluation activities.]
- For each assigned project site, Contractor must complete the department’s electronic Wetland Evaluation Form (form attached with example information and Explanation Guide – Appendix C) in full, including taking digital images and recording GPS coordinates as instructed on the Form.
- Individual digital images must be between 500 kilobytes and 1.5 megabytes in size (approximately 960X1280 pixels) in a jpeg format.

- Wetland Evaluation Report Forms and associated images will be provided by the contractor in digital form on CD (2 copies). Forms and images will be stored in separate subdirectories using a format provided by the Game Bird Coordinator. Contractor will retain a copy of files for 3 years after sending to FWP.
- Contractor must deliver (or mail) completed electronic Wetland Evaluation Forms and images by August 15 each year. The contractor will also provide a tabular summary of project sites that were intended for evaluation, date of evaluation, and a short (1-4 sentence) narrative overview of findings.
- Once monitoring is completed for the year, all related documentation must be returned to the Game Bird Coordinator.
- Contractor will make themselves available for clarification or answering questions after completion of assigned work.

3.3 AGENCY RESPONSIBILITIES

- The State will provide a short training session to assure Contractor understands evaluation steps, terminology on the evaluation form, reporting format, and related responsibilities.
- The State will provide project site location maps, landowner contact information, and other project information as needed and available.
- Game Bird Coordinator will be available via cell and office phone for answering questions.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of (2) references that are using services similar to this solicitation. References may include government, university or private organization where the offeror, preferably within the last (5) years, successfully completed work with similarities to this solicitation. At a minimum, the offeror shall provide the company name, the location where services were provided, contact person(s), customer's telephone number, e-mail address (if available), and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. Offeror to provide a copy of a completed monitoring report, land management report or some form of contract monitoring document complete with in the last 5 years. A resume or summary of qualifications, work experience, education, and skills, which emphasizes previous experience in this area, should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Supply Specifications. Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3.

- A. Ability to fulfill evaluation requirements on over 72 wetland sites during 2010; 350 wetland sites during 2011; and 71 wetland sites during 2012, all within the April 15-July 10 timeframe. This is demonstrated by the applicant's schedule and past work experience. Up to 30 points are gained by demonstrating open time slots during the annual evaluation periods. Up to 30 additional points will be based on a history of consistently completing work items on schedule. A lack of history or a history of late completion dates will receive lower scores.
- B. Demonstrate basic knowledge of wetland anatomy, dam components, vegetative features, landform terminology, map and orientation skills, and ability to hike and conduct fieldwork in remote locations. These specific skills and abilities (6 total) will be evaluated based on the applicant's resume' and other materials. Each skill or ability is worth 10 points.

- C. Technology skills: find project sites via map and/or GPS; record location coordinates; fill in Microsoft Word form; take quality digital images and organize in appropriate file subdirectories; and write tabular summary reports. These specific skills and abilities (4 total) will be evaluated based on the applicant's resume' and other materials. Each demonstrated skill or ability is worth 15 points.
- D. Effectively communicate with landowners and FWP employees verbally and in written form. Be respectful of landowner's concerns. Applicant with 5 or more years of job experience that requires effective communication skills will receive 30 points. Each year up to 5 years is worth 6 points.
- E. Equipment (provided by contractor) includes laptop computer, cell phone, 4-wheel drive vehicle, Hand Held GPS, field glasses, and digital camera capable of described image specifications (Section 3.2). List equipment make and model for each piece of equipment to be used.

4.1.4 Method of Providing Services. Offeror shall provide a description of a Work Plan, including the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3 and Appendix D. Appendix D includes a list of wetland sites that need to be evaluated for each field season, the type and size of project, and a general map of their locations. The work plan should be based on evaluation of listed projects by year (Appendix D).

SECTION 5: COST PROPOSAL

Provide a cost proposal, broken down by year, with the Work Plan based on information in Sections 3 and 4 and Appendices C and D. The Work Plan must include all associated expenses such as phone calls, travel, overnight expenses, fieldwork, organizing information, report production and delivery. **Contractor to provide a detailed cost proposal with the Work Plan based on information in this RFP.**

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of **1,000** points.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.3 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

6.1 EVALUATION CRITERIA

References			10% of points for a possible 100 points
	Category	Section of RFP	Point Value
A.	References (Complete Contact Information Provided)	4.1.1	100
Resumes/Company Profile and Experience			7% of points for a possible 70 points
	Category	Section of RFP	Point Value
A.	Years of Experience	4.1.2	20
B.	Past Projects	4.1.2	25
C.	Staff Qualifications	4.1.2	25
Ability to Meet Supply Specifications			25% of points for a possible 250 points
	Category	Section of RFP	Point Value
A.	Ability to fulfill evaluation requirements on assigned number of projects/year.	4.1.3.A	60
B.	Demonstrate basic knowledge of wetland anatomy, dam components, vegetative features, landform terminology, map and orientation skills, and ability to hike and conduct fieldwork in remote locations.	4.1.3.B	60
C.	Technology skills: find project sites via map and/or GPS, record location coordinates, fill in Microsoft Word form, take and organize digital images in appropriate file subdirectories, and write tabular summary reports.	4.1.3.C	60
D.	Effectively communicate with landowners and FWP employees verbally and in written form. Be respectful of landowner's concerns.	4.1.3.D	30
E.	Equipment to include laptop computer, cell phone, 4-wheel drive vehicle, GPS, and digital camera capable of described image specifications (Section 3.2). List Equipment	4.1.3.E	40
Method of Providing Services			30% of points for a possible 300 points
	Category	Section of RFP	Point Value
A.	Work Plan methods and approach	4.1.4	300
Cost Proposal			28% of points for a possible 280 points
	Category	Section of RFP	Point Value
A.	Cost Proposal for Work Plan	5.0	280

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points (\$20,000/\$30,000) = 67%; 67% of 30 points = 20 points).

Lowest Responsive Offer Total Cost

x

Number of available points = Award Points

This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and

against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

Field Evaluation of Migratory Bird Stamp Wetland Projects

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Department of Fish, Wildlife and Parks, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200701 Helena, MT 59620, (406) 444-4717 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on or upon contract execution and terminate on December 31, 2010, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in 1 -year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 4 years.

3. COST/PRICE ADJUSTMENTS

3.1 Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following: Contractor will investigate, inventory, and produce a final baseline inventory report which conforms to the baseline inventory format provided in FWP's Statewide Habitat Plan.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration to investigate, inventory, and produce a final baseline inventory report which conforms to the baseline inventory format provided in FWP's Statewide Habitat Plan, the State shall pay according to the following schedule: 50% of annual cost at annual project midpoint and 50% of annual cost after the final approval of the annual report.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the final baseline inventory report that conforms to the baseline inventory format provided for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.8 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the Fish Wildlife and Parks, Purchasing Office, PO Box 200701 Helena MT 59620. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 2005 Montana Laws, chapter 448, section 1, and sections 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Fish Wildlife and Parks upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. CONTRACT TERMINATION

12.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

12.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

13. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Rick Northrup, Game Bird Coordinator will be the liaison for the State.
P.O. Box 200701
Helena, MT 59620
Telephone: 406-444-5633
Fax: 406-444-4952
E-mail: rnorthrup@mt.gov

_____ will be the liaison for the Contractor.

(Address):
(City, State, ZIP):
Telephone:
Cell Phone:
Fax:
E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

15. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

16. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

17. SCOPE, AMENDMENT AND INTERPRETATION

17.1 Contract. This contract consists of **twenty-nine (29)** numbered pages, any Attachments as required, RFP # 100133, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

17.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

18. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

Fish, Wildlife and Parks
PO Box 200701
Helena, MT 59620-0701

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Agency: _____

**APPENDIX C: Migratory Bird Stamp Program Wetland Evaluation Form
(filled-in example)
AND
Evaluation Form Explanation Guide**

Montana Migratory Bird Stamp Program

Date of Evaluation: 5-15-10

Project Site Wetland Evaluation Form

1) Evaluator Name: Contractor Name

2) Project Name: Johnson Reservoir #12 Contract Number: 114

3) Landowner Name: Josephine Smith Landowner Phone Number: 999-999-9999

Landowner Address (Mailing address; City, State, Zip code):

444 7th Street; Somewhereville; Montana; 59000

Comments regarding landowner: Landowner expressed interest in more wetland projects. Stated this wetland has water most years.

4) GPS Coordinates on dam embankment (decimal degree format)
Lat 48.0453 Long -104.5092 Montana State Plane NAD 83

5) General wildlife observations (species and approximate number)
Ducks and geese: pair of geese with brood of 3 goslings; 3 mallards; pair of pintails; coots

Shorebirds: 3 willets flying around reservoir; 14 sandpipers

Other Wildlife: leopard frogs

6) Water Conditions

a) Proportion of wetland basin with water – select nearest

Full or near full ☐ Three-quarters full ☒ Half full ☐ Quarter full ☐ Dry ☐

b) Water clarity

Very Clear ☒ Semi-turbid ☐ Turbid ☐ Milky ☐
(see bottom to 1-2' depth) (lose bottom 6-10" depth) (little to no light transmission)

c) Additional Comments on water quality: none

7) Vegetation Features

a) Describe in general terms wetland basin vegetation (submergent, emergent, surrounding uplands)

Beds of submergent vegetation scattered around wetland (about 10% of wetland).

A line of bulrushes at the upstream end of wetland and around the north bay. 1 large (25') willow on the dam face. Surrounding uplands are native mixed grass range, adjacent field apparently in CRP about 200 yards to the south.

8) Water Conveyance and Dam Features

a) Estimated height of dam embankment or ditch plug:

1-4' ☐ 4.5-7' ☐ 7.5-12' ☒ 12-15' ☐ >15' ☐

b) Condition of downstream dam face: covered with western wheatgrass, scattered snowberry; minor ground squirrel holes.

c) Condition of upstream dam face and top: dam face eroded back due to wave action. Eroded area is cut back about 5' from original slope. Some vegetation is coming in on eroded area. Cattle trampling may have been a problem--no grazing yet this year.

d) Condition of spillway and downstream channel: Good stand of grass over the spillway. There is a 1' deep headcut on the exit slope. Should be fixed before it gets worse.

e) Describe any pipe or pipe-valve conveyance and the functional condition: This dam has a riser-barrel primary spillway. Both ends look fine. Riser has a trash rack. No draw-down capability.

9) Repair needs, management recommendations, or other items worthy of mention: Simple hand work could repair the headcut on the spillway. Livestock should be fenced off the dam face.

10) Digital images:

Upstream face ☒ Dam top ☒ Downstream face (erosion, trees, etc.) ☒ Water control structure (inlet, outlet, valve) ☒

Spillway, including exit slope (if eroded) ☒ Shoreline (1-3 images) ☒ Wetland basin (1-3 images) ☒

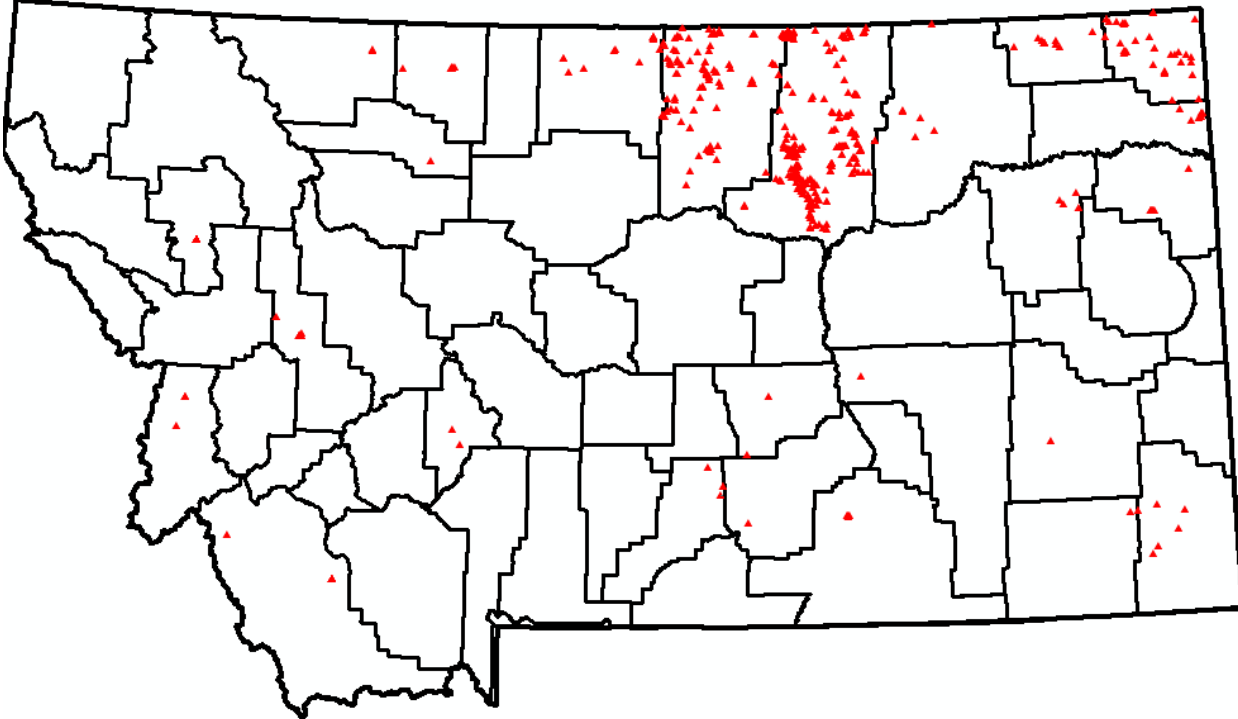
Montana Migratory Bird Stamp Program

Project Site Wetland Evaluation Form—*EXPLANATION GUIDE*

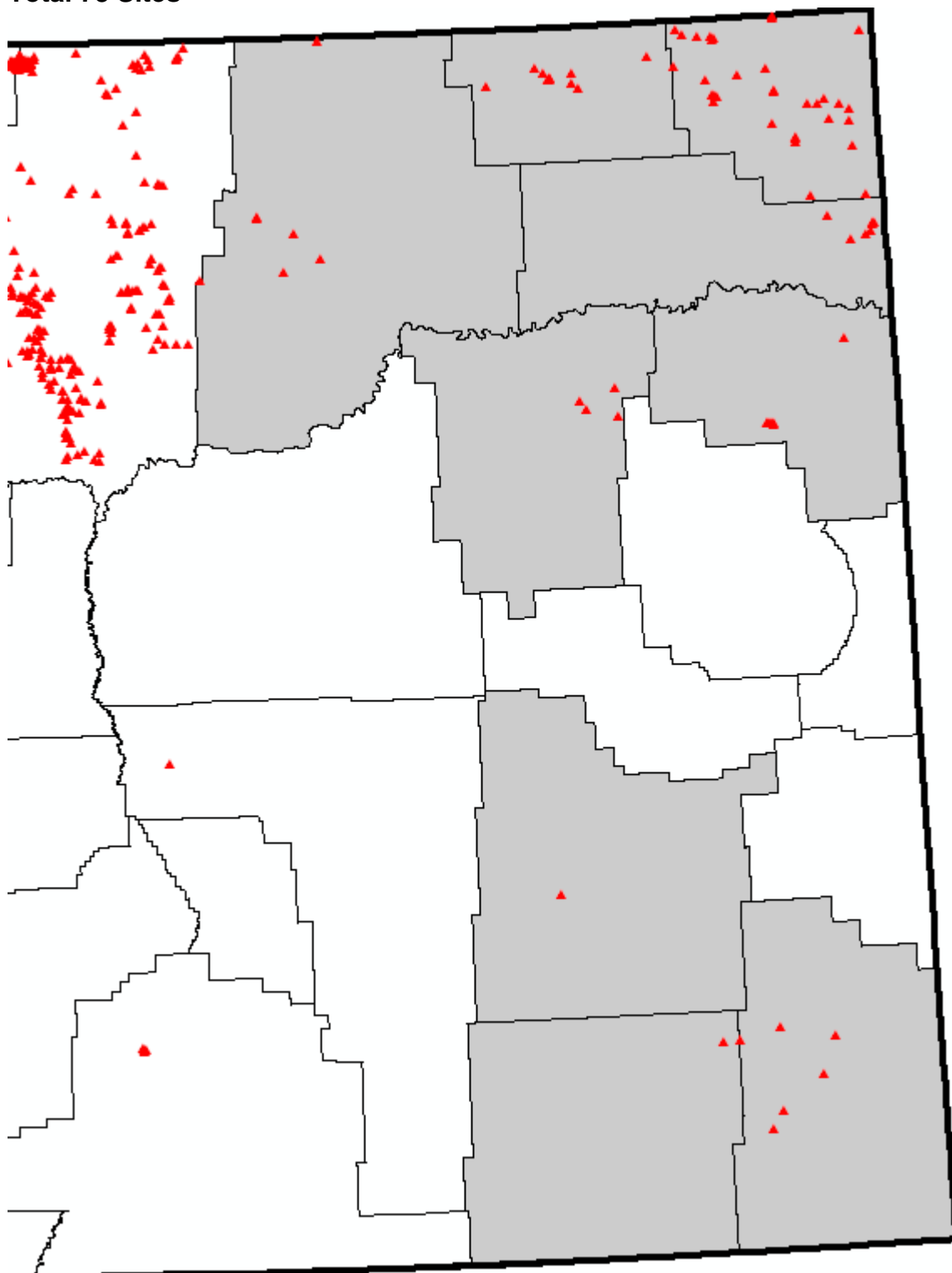
- 1) **Evaluator name** - this is the name of the individual who conducted the field evaluation.
- 2) **Project name** – corresponds to name provided in project site list.
- 3) **Landowner Name** – name of current landowner and comments regarding the landowner that may be useful pertaining program or project.
- 4) **GPS Coordinates** – this location is taken on the dam or ditch plug site using Decimal Degree coordinate system (minimum 4 decimal places), Montana State Plane NAD 83.
- 5) **General Wildlife Observations** – intended to provide a general inventory of species occurrence and abundance, subject to seasonal and daily variation.
- 6) **Water Conditions**
 - a) **Proportion of wetland basin with water** – select box that best describes percentage of basin that is flooded
 - b) **Water clarity** – select box that best describes visual clarity of water
 - c) **Additional Comments on water quality** – report any underlying causes (e.g., wind-caused or livestock-caused turbulence); indication of salinity issues on or around the wetland or embankment; algae bloom, etc.
- 7) **Vegetation Features** – describe occurrence and extent of submergent, emergent, and upland vegetation. An evaluation of upland vegetation should include occurrence of trees associated with the wetland (and their size) and predominate surrounding vegetation (e.g., native grass, sagebrush/grass mix, CRP, croplands, etc.).
- 8) **Water Conveyance and Dam Features**
 - a) **Estimated height of dam embankment or ditch plug** – estimated from lowest point at downstream toe of dam to top of dam.
 - b) **Condition of downstream dam face** – describe vegetation (e.g., grass and/or low shrubs are preferable to trees, willows, or bare ground), identify animal burrows, look for signs of bulging or seeps. Include digital images of any identified issues.
 - c) **Condition of upstream dam face and top** – describe any significant livestock damage, trailing, trees (including size), burrow holes, embankment erosion, include digital images.
 - d) **Condition of spillway and downstream channel** – closely inspect the crest and downstream slope for erosion or head-cutting. Include approximate measurements of rills or head-cutting and include digital images.
 - e) **Describe any pipe or pipe-valve conveyance and the functional condition** – search for a primary spillway pipe, trickle tube, and/or water control valve. Describe in narrative and take pictures at both the upstream and downstream ends. Describe damage and repair needs.
- 9) **Repair needs, management recommendations, or other items worthy of mention** -- summarize recommendations for management changes, repair needs and other miscellaneous information.
- 10) **Digital images** – take images as described. More images are better. Quality images with good lighting is important—please check images when taken to assure effective exposure and portrayal. Camera settings should be jpeg file type between 500 kilobytes and 1.5 megabytes in size (approximately 960 X 1280 pixels).

APPENDIX D: Migratory Bird Stamp Program Wetland Evaluation Schedule and Maps of Locations

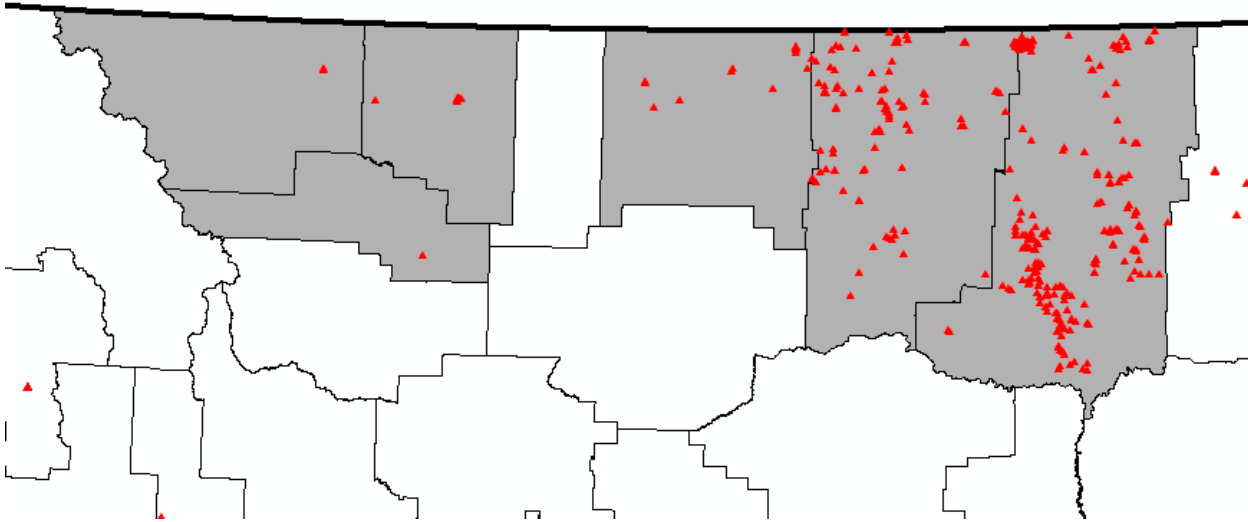
Overview of All Wetland Projects



Evaluation Sites for 2010 Field Season (shaded Counties—Sheridan, Daniels, Valley, Roosevelt, Richland, McCone, Custer, Carter, Powder River)
Total 73 Sites



Evaluation Sites for 2011 Field Season (Shaded Counties—Glacier, Toole, Phillips, Blaine, Hill, Pondera)
(Note: 50 wetland sites are clustered in NW Phillips and NE Blaine County)
Total 350 Sites



Evaluation Sites for 2012 Field Season (Shaded Counties—Lake, Rosebud, Broadwater, Musselshell, Yellowstone, Stillwater, Bighorn, Ravalli, Beaverhead, Powell)
Total 71 sites

(Note: 20 sites occur on Ninepipes Wildlife Management Area in Lake County, reflected as one point in this graphic; 9 wetland sites occur in Powell County, reflected as one point; 5 wetlands occur in Powder River County, reflected as one point)

